



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Pennsylvania State Office
The Wanamaker Building
100 Penn Square East
Philadelphia, Pennsylvania 19107-3380
<http://www.hud.gov/cts/ctshome.html>

THIS IS A 100% SMALL BUSINESS SET ASIDE

July 21, 1997

Dear Prospective Bidder:

The enclosed Invitation for Bids (IFB) is for the purpose of acquiring field reviews of single family appraisals as described in the attached solicitation.

The IFB is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulations (FAR). Identified below are a few significant items and their location in the IFB.

1. Section B contains the price schedule and geographic locations for the services to be performed. Please note there are five (5) areas and each contains its own bid schedule. Offerors may bid on one or all areas, however, offeror must provide services to all jurisdictions within an area. It is possible that more than one award will be made as a result of this solicitation.
2. The Statement of Work is in Section C.
3. Section K, Certifications and Representations and Other Statements of Bidders, must be completed and signed by an authorized representative of the bidder.
4. Instructions and conditions concerning bid preparation are in Section L. Your attention is directed to the Late Submission Rules as discussed in this section. The date and time for receipt of proposals is in Block 9 of the Standard Form 33 (first page). The SF-33 must be returned with your bid and should have your original signature.

If you need further assistance, please contact Gary W. Rogers, Contract Specialist, at (215) 656-0674 extension 3335.

Offeror Alert: If you have obtained this solicitation from a source other than HUD, or if you have downloaded it from HUD's Internet Home Page, you will **not** automatically receive any amendments to it. Periodically, please check HUD's home page to see if there are any amendments.

Sincerely,

Patrick McQuoid
Contracting Officer

Enclosure

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 55 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. B-PHI-00081		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7/21/97	
6. REQUISITION/PURCHASE NO. R-1997-3AA-265							
7. ISSUED BY U.S. Department of Housing and Urban Development ASCI, Pennsylvania State Office, Contracting Div The Wanamaker Building, 100 Penn Square East Philadelphia, PA 19107				8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 2 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 until 4:00 pm local time 8/21/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Linda Higgins	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (215) 656-0674, ext. 3336
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (if other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214(c)

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 Services:

The contractor shall perform Field Review of Appraisal Services on an as-needed basis for the HUD Camden Area Office within one or more of the geographic areas described below:

- AREA 1 - Ocean County, NJ
AREA 2 - Atlantic and Cape May Counties, NJ
AREA 3 - Cumberland and Salem Counties, NJ
AREA 4 - Camden and Gloucester Counties, NJ
AREA 5 - Burlington and Mercer Counties, NJ

B-2 Contract Definition:

This is a Firm Fixed Price, Indefinite Quantity Contract (IQC) as defined at Part 16.504 of the FAR and in Section I of this solicitation, FAR Clause 52.216-22. Services required under this contract shall be obtained by the issuance of task orders placed in accordance with the following clauses in Section I: FAR 52.216-18, Ordering, and FAR 52.216-19, Order Limitations.

B-3 Minimum/Maximum Quantities (Indefinite Quantity)

As referred to in paragraph (b) of the "Indefinite Quantities" clause of this purchase order, the contract minimum is a total of 10% of the contract amount of reviews based on the unit price. The Government does not guarantee a maximum quantity.

B-4 Evaluation of Bids

For purposes of determining the lowest quoted price, the Government will add the extended prices for exterior and interior/exterior field reviews of appraisals quoted upon, for the base year and the options years (if applicable). If an option applies, see Evaluation of Options, 52.217-5.

Note: You may bid on any or all areas for which you are qualified. If you bid on the base year, you must also bid on the option years. Failure to do so may render your bid as non-responsive. **HUD RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS UNDER THIS SOLICITATION.**

B-5 Pricing/Capacity Schedule - As total compensation for all of the services performed in accordance with the terms and conditions of the contract, the Contractor shall be paid as follows:

AREA 1 - Ocean County

Base Year:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>ANNUAL</u> <u>AMOUNT</u>
1	Total Reviews	220			
	Exterior Review Only	147	Each	_____	_____
	Interior/Exterior Review	73	Each	_____	_____

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Option Year 1:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>ANNUAL</u> <u>AMOUNT</u>
1	Total Reviews	220			
	Exterior Review Only	147	Each	_____	_____
	Interior/Exterior Review	73	Each	_____	_____

Option Year 2:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>ANNUAL</u> <u>AMOUNT</u>
1	Total Reviews	220			
	Exterior Review Only	147	Each	_____	_____
	Interior/Exterior Review	73	Each	_____	_____

TOTAL PRICE FOR AREA 1 (sum of all reviews) _____

Note: The above quantities are estimates only and are not ordered as part of the contract. Assignments will be made via issuance of task orders.

CAPACITY SCHEDULE AREA 1: (To be completed by the contractor). The contractor agrees that he/she can perform up to _____ field review appraisals in this geographic area per week. The Government will require the Contractor to perform up to _____ per week (will be provided at the time of award). The government reserves the right to assign fewer cases per week than this if:

1. Actual experience demonstrates that the Contractor cannot perform up to this level.
2. The Government's need are not sufficient to reach that quantity.
3. There are lower priced contractors who can provide the services.
4. In order to satisfy the minimum contract quantity of a higher priced contractor.

AREA 2 - Atlantic and Cape May County

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>ANNUAL</u> <u>AMOUNT</u>
2	Total Reviews	260			
	Exterior Review Only	174	Each	_____	_____
	Interior/Exterior Review	86	Each	_____	_____

B-PB-PHI-00081**Option Year 1:**

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL AMOUNT</u>
2	Total Reviews	260			
	Exterior Review Only	174	Each	_____	_____
	Interior/Exterior Review	86	Each	_____	_____

Option Year 2:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL AMOUNT</u>
2	Total Reviews	260			
	Exterior Review Only	174	Each	_____	_____
	Interior/Exterior Review	86	Each	_____	_____

CAPACITY SCHEDULE AREA 2: (To be completed by the contractor). The contractor agrees that he/she can perform up to _____ field review appraisals in this geographic area per week. The Government will require the Contractor to perform up to _____ per week (will be provided at the time of award). The government reserves the right to assign fewer cases per week than this if:

1. Actual experience demonstrates that the Contractor cannot perform up to this level.
2. The Government's need are not sufficient to reach that quantity.
3. There are lower priced contractors who can provide the services.
4. In order to satisfy the minimum contract quantity of a higher priced contractor.

AREA 3 - Cumberland and Salem Counties

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL AMOUNT</u>
3	Total Reviews	240			
	Exterior Review Only	161	Each	_____	_____
	Interior/Exterior Review	79	Each	_____	_____

Option Year 1:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL AMOUNT</u>
3	Total Reviews	240			
	Exterior Review Only	161	Each	_____	_____
	Interior/Exterior Review	79	Each	_____	_____

B-PB-PHI-00081**Option Year 2:**

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL AMOUNT</u>
3	Total Reviews	240			
	Exterior Review Only	161	Each	_____	_____
	Interior/Exterior Review	79	Each	_____	_____

CAPACITY SCHEDULE AREA 3: (To be completed by the contractor). The contractor agrees that he/she can perform up to _____ field review appraisals in this geographic area per week. The Government will require the Contractor to perform up to _____ per week (will be provided at the time of award). The government reserves the right to assign fewer cases per week than this if:

1. Actual experience demonstrates that the Contractor cannot perform up to this level.
2. The Government's need are not sufficient to reach that quantity.
3. There are lower priced contractors who can provide the services.
4. In order to satisfy the minimum contract quantity of a higher priced contractor.

AREA 4 - Camden and Gloucester Counties, New Jersey

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL AMOUNT</u>
4	Total Reviews	550			
	Exterior Review Only	368	Each	_____	_____
	Interior/Exterior Review	182	Each	_____	_____

Option Year 1:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL AMOUNT</u>
4	Total Reviews	550			
	Exterior Review Only	368	Each	_____	_____
	Interior/Exterior Review	182	Each	_____	_____

Option Year 2:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ANNUAL AMOUNT</u>
4	Total Reviews	550			
	Exterior Review Only	368	Each	_____	_____
	Interior/Exterior Review	182	Each	_____	_____

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CAPACITY SCHEDULE AREA 4: (To be completed by the contractor). The contractor agrees that he/she can perform up to _____ field review appraisals in this geographic area per week. The Government will require the Contractor to perform up to _____ per week (will be provided at the time of award). The government reserves the right to assign fewer cases per week than this if:

1. Actual experience demonstrates that the Contractor cannot perform up to this level.
2. The Government's need are not sufficient to reach that quantity.
3. There are lower priced contractors who can provide the services.
4. In order to satisfy the minimum contract quantity of a higher priced contractor.

AREA 5 - Burlington and Mercer Counties, New Jersey

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>ANNUAL</u> <u>AMOUNT</u>
5	Total Reviews	350			
	Exterior Review Only	234	Each	_____	_____
	Interior/Exterior Review	116	Each	_____	_____

Option Year 1:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>ANNUAL</u> <u>AMOUNT</u>
5	Total Reviews	350			
	Exterior Review Only	234	Each	_____	_____
	Interior/Exterior Review	116	Each	_____	_____

Option Year 2:

<u>AREA</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>ANNUAL</u> <u>AMOUNT</u>
5	Total Reviews	350			
	Exterior Review Only	234	Each	_____	_____
	Interior/Exterior Review	116	Each	_____	_____

CAPACITY SCHEDULE AREA 5: (To be completed by the contractor). The contractor agrees that he/she can perform up to _____ field review appraisals in this geographic area per week. The Government will require the Contractor to perform up to _____ per week (will be provided at the time of award). The government reserves the right to assign fewer cases per week than this if:

1. Actual experience demonstrates that the Contractor cannot perform up to this level.

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2. The Government's need are not sufficient to reach that quantity.
3. There are lower priced contractors who can provide the services.
4. In order to satisfy the minimum contract quantity of a higher priced contractor.

B-6 ORDERING PROCEDURES (INDEFINITE QUANTITY/FIXED-UNIT-RATE)

(1) The Government will assign work to the contractor through the issuance of task orders. Task orders may be issued by written order, telephone, or facsimile (fax) machine by the Contracting Officer, GTR, or authorized ordering official (see (2) below).

Upon receipt of a telephone call or written notification, the Contractor shall have the cases picked-up the following Federal business day at the HUD Camden Area Office between the hours of 8:00 a.m. and 4:30 p.m. and delivered back to the field office as directed by the GTR or nominee.

(2) In addition to the GTR (Agnes McCollaum), the following staff members may issue call orders (assign cases) within the limits of the purchase order.

Bette Schwartz

Phil Caulfield

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

FIELD REVIEW APPRAISER STATEMENT OF WORK

1. The Contractor shall be a State Licensed or Certified Appraiser in the State of New Jersey. The Contractor shall perform on-site field reviews of appraisals completed by HUD fee panel and/or direct endorsement (DE) staff appraisers to determine the accuracy and quality of the appraisal. The Contractor shall accept and conduct reviews of all completed appraisals that are assigned to him/her by the HUD Camden Area Office. The contractor shall be familiar with the market conditions of the area.

The Contractor shall determine that:

- a) The factual information on the appraisal report is correctly reported by the fee panel or DE staff appraiser;
 - b) Conclusions in the appraisal report are based upon data presented;
 - c) The property's location is acceptable and the physical structure is eligible for FHA mortgage insurance, as reported;
 - d) Repair requirements made by the fee panel or DE staff appraiser are appropriate, not excessive and adequate to preserve the property and protect the health and safety of the occupants;
 - e) The fee panel or DE staff appraiser adequately addressed the requirements of the flood insurance program;
 - f) The fee panel or DE staff appraiser correctly identified and recommended appropriate actions for properties with defective paint surfaces for which mitigation is required
 - g) Sale dates of comparables are current (within six months) or an explanation is provided for their use and that the comparables are acceptable for the property being reviewed;
 - h) Adjustments for location, site/view, design/appeal and age/condition are reasonable and appropriate; and
 - i) The value determined by the fee panel or DE staff appraiser is appropriate. If it is not, the Contractor must be able to provide additional comparables to support their conclusion. If additional comparables are provided, they must be viewed by the contractor on a ride by basis. To be able to substitute better comparables, the contractor has to verify all information about the comparables including the fact that the comparables are from closed sales.
2. The Contractor shall perform an interior property review on 33 percent of the field review assignments issued. The interior review shall include examination for any unusual items or serious oversights by the fee panel or DE staff appraiser of noticeable defects in the property which could affect the health and safety of the occupants or continued marketability of the property. The interior review shall include inspection of the crawl space and the attic, as appropriate.
3. The Contractor's field review findings for each property inspected shall be

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documented on form HUD-1038-V, Appraisal Field Review Report. **Note all 1038-V reports must be typed.** The form shall be fully completed and signed by the Contractor. The review comments shall be presented in a constructive manner so that the fee panel or DE staff appraiser understands those areas of the report which are acceptable and other items which need improvement.

4. The Contractor shall give a overall rating of between 1 - 5 on the form HUD-1038-V for each property inspected. The ratings are based on the rating guide contained in HUD Handbook 4150.1 REV-1, Exhibits 4 and 5.

5. To constitute acceptable contract performance: the property must be inspected and the form HUD 1038-V must be completed (typed) and returned to the Field Office within 15 working days from date of assignment. The form HUD 1038-V information must be clear, legible and provide concise instructions and/or constructive criticism. The contractor will not receive payment for any assignment that is returned until it is considered acceptable.

6. The Contractor shall attend a one-day training session given by the Field Office on field review procedure, use, and completion of the form HUD-1038-V. The Contractor shall attend at least one periodic update appraisal training session given by the HUD Field Office.

References: HUD Handbook 4150.1 REV-1, Valuation Analysis
for Home Mortgage Insurance
HUD Handbook 4905.1, Minimum Acceptable
Standards for Existing Properties Form
HUD-1038-V, Appraisal Field Review Report
HUD Handbook, 4240.4 REV-2.

The Handbooks and the form HUD-1038-V are available at HUD's Centralized Distribution Center - (800) 767-7468.

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION D - PACKAGING AND MARKING

MARKING

All information submitted to the Government under this contract shall be clearly marked with the contract number.

ENVIRONMENTALLY SAFE PACKAGING

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

PAYMENT OF POSTAGE AND SHIPPING

All postage and shipping costs related to the submission of information (including reports and forms) required by this contract shall be paid by the contractor. The unit prices specified herein are inclusive of all postage/shipping costs.

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION E - INSPECTION AND ACCEPTANCE

2452.246-70 INSPECTION AND ACCEPTANCE. (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Block 11 of the SF-26, or other individual as designated by the Contracting Officer or GTR.

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Clauses beginning with 52 are Federal Acquisition Regulations (FAR) clauses; and clauses beginning with 2452 are HUDAR clauses.

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION F - DELIVERIES OR PERFORMANCE

CONTRACT PERIOD:

(a) The contract shall commence on _____ (will be provided at the time of award), and shall continue for a period of one year from that date.

(b) Task orders will be issued under this contract for a period of twelve (12) months from the effective date of this contract. If any option(s) to extend the term of the contract are exercised, the ordering period shall extend through the end date of the option(s).

52.217-8 OPTION TO EXTEND SERVICES. (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within [] [insert in the clause the period of time in which the Contracting Officer has to exercise the option]; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [] (months) (years).

52.242-15 STOP-WORK ORDER AUG 1989

52.242-17 GOVERNMENT DELAY OF WORK APR 1984

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION G - CONTRACT ADMINISTRATION DATA

2452.237-73 CONDUCT OF WORK. (APR 1984)

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is [Agnes F. McCollaum], or a successor designated in writing by the Contracting Officer.

(b) The Contractor's work hereunder shall be carried out under the supervision of _____.

(c) The GTR shall provide direction on contract performance. Such direction must be within the contract scope of work and may not be of a nature which:

(1) Institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or (5) changes any of the other express terms or conditions of the contract.

Payment

A. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the fixed unit prices(s) specified in the Schedule on page 1.

B. Vouchers shall be submitted in an original and two copies to the address identified in Block 21 of the OF-347 (Purchase Order). Vouchers shall be submitted no more frequently than monthly. Identify on the envelope that an invoice is enclosed.

To constitute a proper voucher, the voucher must include the following information:

1. The Contractor's name and voucher date;
2. Contract number (see Block 2 of-347);
3. Description of services rendered, actual FHA case numbers, dates of services, unit price, and total amount;
4. Name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is sent; and;
5. If the Contractor is an individual proprietorship or a partnership, the tax identification number.

C. Payment Due Date

1. Payments under this contract will be due on the thirtieth (30th) calendar day after the later of:

a. The date of actual receipt of a proper invoice in the payment office,
or

b. The date the supplies or services are accepted by the Government.

NOTE: The time and date stamp of the Field Office shall determine the date of actual receipt of the invoice.

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D. Interest on Overdue Payments

1. The Prompt Payment Act (31 U.S.C. 3901-3306) is applicable to payments under this contract and requires the payments to contractors of interest on overdue payments and improperly taken discounts.

2. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act, Office of Management and Budget Circular A-125, and the terms of this clause.

3. An interest penalty shall be paid by the Government, without request from the Contractor, if payment is not made by the due date. An interest penalty shall also be paid without request from the Contractor, if an improperly taken discount for prompt payment was not corrected within 15 days after the expiration of the discount period. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

i. If an interest penalty is owed but not paid, the interest penalty will also accrue interest until it is paid. Any interest penalty remaining unpaid for any 30-day period will be added to the invoice amount, if also unpaid, and interest penalties will accrue monthly on the combined account.

ii. The Government shall have 14 calendar days to inspect and accept deliveries under this contract.

Constructive Acceptance

a. For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 14th calendar day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

The constructive acceptance provision, however, does not compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities. No interest penalty shall be due the Contractor if delivered supplies or services are determined to be unacceptable.

i. The following periods of time shall not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects with work/services or invoices submitted to the Government, but this may not exceed 15 days; and

(B) The period between the defects notice and correction of work/services or resubmission of the corrected invoice by the Contractor.

ii. The interest rate shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) and published in the Federal Register annually on or about January 1. The interest period will be inclusive from the first day after the due date through the payment date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Responsibility Determination

A. Purchase orders will be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the Contracting Officer, meet the following standards as they relate to this Request for Quotation:

1. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
2. Have the necessary experience, organization, technical qualifications (see Required Technical Qualifications), skills, and facilities, or have the ability to obtain them (including probable subcontractor arrangements);
3. Be able to comply with the proposed or required time of delivery and the performance schedule;
4. Have a satisfactory record of performance;
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

FIELD REVIEW APPRAISER TECHNICAL QUALIFICATIONS

1. The offeror must possess the following:
 - a) Knowledge of realty practices and principles as they relate to the market value of real property;
 - b) Skill in collecting and assembling data;
 - c) Ability to prepare clear and concise reports; and,
 - d) Experience in valuation of one- to four-family properties that demonstrates a knowledge of and the ability to apply the principles, practices, methods and techniques of appraising.
2. The offeror must be thoroughly familiar with acceptable industry appraisal techniques and HUD processing procedures as required in HUD Handbook 4150.1 REV-1, Valuation Analysis for Home Mortgage Insurance.

References: HUD Handbook 4150.1 REV-1, Valuation Analysis
for Home Mortgage Insurance

Workload Capacity

The offeror MUST have the capability to complete the entire estimated quantity.

Conflicts of Interest

The Contractor shall not review cases from any mortgage company which employs the Contractor, or any of the Contractor's employees or immediate relatives, or for which the Contractor performs consulting services. Should the Contractor be assigned any cases which result in an actual or potential conflict of interest, the Contractor shall take no action on the case, but shall refer it immediately to the GTR for reassignment. Violation of this

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clause is grounds for termination and denial of all payments.

The Contractor is prohibited from being a staff appraiser and/or being listed on the Roster of HUD Appraisers while under contract with HUD for Field Review of Appraisals.

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION I - CONTRACT CLAUSES

2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES. (DEC 1992)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor or any of its employees, subcontractors, or consultants.

2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if afterward he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES. (JUL 1988)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

2452.237-70 KEY PERSONNEL. (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the contracting Officer reasonably in advance and shall submit justification (including

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proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by the clause. The schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(List Key Personnel)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996

<u>52.209-6</u>	<u>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</u>	<u>JUL 1995</u>
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall be notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that

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it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

52.214-26 AUDITS AND RECORDS - SEALED BIDDING OCT 1995

(a) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or any authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the FAR. FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.804-2(a)(1) for submission of cost or pricing data.

52.214-29 ORDER OF PRECEDENCE - SEALED JAN 1986
BIDDING

52.216-18 ORDERING OCT 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through contract expiration.

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(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS

OCT 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 100 appraisals

(2) Any order for a combination of items in excess of 150 appraisals; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22

INDEFINITE QUANTITY

OCT 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's

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and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 42 months from the date of award.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS JUL 1996
SET-ASIDE.

52.219-8 UTILIZATION OF SMALL, SMALL OCT 1995
DISADVANTAGED AND WOMEN-OWNED SMALL
BUSINESS CONCERNS

52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

52.222-26 EQUAL OPPORTUNITY APR 1984
52.222-35 AFFIRMATIVE ACTION FOR SPECIAL APR 1984
DISABLED AND VIETNAM ERA VETERANS
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED APR 1984
WORKERS
52.222-37 EMPLOYMENT REPORTS ON SPECIAL JAN 1988
DISABLED VETERANS AND VETERANS OF
THE VIETNAM ERA

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

52.232-1 PAYMENTS. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT APR 1989
52.232-17 INTEREST JUN 1996
52.232-23 ASSIGNMENT OF CLAIMS JAN 1986
52.232-25 PROMPT PAYMENT MAR 1994

2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE). (MAR 1988)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price

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stated in Part I, Section B of this contract.

(b) Submission of Invoices. Invoices shall be submitted in an original and two (2) copies to the ordering office. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment."

To assist the Government in making timely payments, the Contractor is also requested to identify the appropriation number (Block 21 if award is made on the SF-33) on each invoice. The Contractor is also requested to identify on the envelope that an invoice is enclosed.

(c) Contractor Remittance Address. Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

CONSTRUCTIVE ACCEPTANCE.

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 14th calendar day [Contracting Officer may insert a longer period, if considered appropriate] after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. ***** (For cost-reimbursement contracts, this applies only to the final voucher.)

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT. (AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request

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for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due

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date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent

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is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

AS 1510 (NOV 96) PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Part I, Section B of this contract.

(b) Submission of Invoices. Invoices shall be submitted in an original and three (3) copies to the payment office identified in Block 12 of the SF-26 or Block 25 of the SF-33. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment."

(c) To assist the Government in making timely payments, the Contractor is also requested to identify the appropriation number (from Block 14 if award is made on the SF-26 or Block 21 if award is made on the SF-33) on each invoice. The Contractor is also requested to identify on the envelope that an invoice is enclosed.

(d) Contractor Remittance Address. The remittance address shall be agreed upon between the Contractor and the Finance Office in accordance with FAR 52.232-33.

(End of clause)

Alternate I (MAR 1988)

This alternate may be used in fixed-price contracts awarded by the Administrative Service Centers. In such cases, substitute the following paragraph (c) for that in the basic clause:

(c) Invoices shall be submitted in an original and three (3) copies to the office identified on the cover page of the contract (SF-26 or SF-33). To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment."

52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995

52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the

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Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.243-7 NOTIFICATION OF CHANGES APR 1984

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [] (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

(d) Government response. The Contracting Officer shall promptly, within [] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION J - LIST OF ATTACHMENTS - THERE ARE NO ATTACHMENTS TO THIS SOLICITATION.

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

2452.203-71 CERTIFICATION REGARDING FEDERAL EMPLOYMENT. (DEC 1992)

By assuming an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.

2452.209-71 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed government contract and the bidder or offeror's organizational, financial, contractual or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the offeror; or
- (b) Impair the offeror's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I Hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to Offer(s) or Bidder(s) possible performance of this procurement.

2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE. (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she [] is, [] is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- [] Black Americans
- [] Hispanic Americans
- [] Native Americans
- [] Asian Pacific Americans
- [] Asian Indian Americans

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or

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contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the

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Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.204-3 TAXPAYER IDENTIFICATION. (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

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___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____

CIN NUMBER (AS 1909 MAR 97)

THE OFFEROR SHALL SUPPLY ITS CONTRACTOR IDENTIFICATION NUMBER (CIN) WHICH IS THE SAME AS ITS DUNS NUMBER APPLICABLE TO ITS NAME AND ADDRESS. THE NUMBER IS TO BE INSERTED IN THE BLANK BELOW. OFFERORS SHOULD TAKE CARE TO REPORT THE CORRECT CIN AND NOT A SIMILAR NUMBER ASSIGNED TO THE OFFEROR IN A DIFFERENT SYSTEM, SUCH AS TAXPAYER IDENTIFICATION NUMBER (TIN), WHICH IS REQUIRED ELSEWHERE IN THIS SECTION K. IF THE OFFEROR DOES NOT HAVE A CIN NUMBER, ONE MUST BE OBTAINED FROM DUN AND BRADSTREET BY CALLING A TOLL-FREE NUMBER. THE PROCEDURE FOR GETTING A CIN AND THE INFORMATION THE OFFEROR MUST PROVIDE TO DUN AND BRADSTREET WHEN CALLING ARE SET FORTH IN FAR 52.204-6 IN THIS SOLICITATION.

INSERT CONTRACTOR IDENTIFICATION NUMBER HERE:

CIN OF OFFEROR

52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (DEC 1996)

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS

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number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.214-2 TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING.
(JUL 1987)

The bidder, by checking the applicable box, represents that -

(a) It operates as ___ a corporation incorporated under the laws of the State of ___, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____
(country).

52.214-14 PLACE OF PERFORMANCE - SEALED BIDDING. (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if other than Bidder

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52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 6531.

(2) The small business size standard is \$1.5 million in average annual sales or receipts for the preceding three (3) years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-21 CERTIFICATION OF NONSEGREGATED APR 1984
FACILITIES

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the

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contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___, is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before

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award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

SIGNATURE BLOCK.

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

INSTRUCTIONS AND CONDITIONS:

Each bid shall consist of the following:

1. Three (3) fully completed copies, with original signature, of Standard Form 33, Solicitation, Offer and Award. The offeror shall fully complete all applicable portions of Block 12-16 and sign and date in Blocks 17 and 18.
2. One fully completed copy of the Unit Price Schedule/Capacity Schedule (see Section B).
3. One fully completed copy of the Conduct of Work Clause (see Section G) and the Key Personnel Clause (see Section I).
4. One fully completed copy of the Notice of Participation by Organization for the Handicapped clause, 52.219-15, in Section I. And one fully completed copy of the Payment Schedule and Invoice Submission Clause if payment address is different than address listed on SF-33.
5. One fully completed copy of the Representations and Certifications, Section K.
6. One signed copy of each amendment, if any issued, if bidder chooses not to acknowledge these on the SF-33.

COMPLETION OF UNIT PRICE/CAPACITY SCHEDULE:

Each bidder shall complete the Unit Price/Capacity Schedule in Section B. The bid unit price and estimated weekly workload capacity will be incorporated into any resulting contract.

Failure of the bidder to complete the Unit Price/Capacity Schedule to the extent that it is not possible to determine the bidder's estimated weekly workload capacity may result in the rejection of the bid as nonresponsive.

The Government reserves the right to award additional contracts if the weekly workload capacity or capacities reflected by the low bid or bids (see M) are evaluated as unrealistic.

RESPONSIBILITY DETERMINATION:

A. Contracts will be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the Contracting Officer, meet the following standards as they relate to this Invitation for Bid:

1. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
2. Have the necessary experience, organization, technical qualifications (see Required Technical Qualifications contained in Section H), skills, and facilities, or have the ability to obtain them (including probable subcontractor arrangements);
3. Be able to comply with the proposed or required time of delivery and the performance schedule;

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4. Have a satisfactory record of performance;
5. Be able to comply with the requirements of FAR 52.222-76, Equal Opportunity.
6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

2452.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION. (FEB 1987)

(a) It is the Department of Housing and Urban Development's policy to avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage.

(b) Offerors shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

(1) being able to render impartial, technical sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how the structure or system would avoid or mitigate such organizational conflict. (Offerors should refer to FAR Subpart 9.5 and HUDAR Subpart 2409.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest).

(c) In the absence of any relevant interests referred to above, offerors shall complete the certification at 2452.209-71, Organizational Conflicts of Interest Certification.

(d) No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

(e) Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.

(f) If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available

52.214-1	SOLICITATION DEFINITIONS - SEALED BIDDING	JUL 1987
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 1990

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52.214-4	FALSE STATEMENTS IN BIDS	APR 1989
52.214-5	SUBMISSION OF BIDS	JUL 1995
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
52.214-7	LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF BIDS	FEB 1997
52.214-9	FAILURE TO SUBMIT BID	JUL 1995
<u>52.214-10</u>	<u>CONTRACT AWARD - SEALED BIDDING</u>	<u>(JUL 1990)</u>

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the lowest evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-12	PREPARATION OF BIDS	APR 1984
52.214-17	AFFILIATED BIDDERS	APR 1984
52.214-22	EVALUATION OF BIDS FOR MULTIPLE AWARDS	MAR 1990
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986

52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Patrick McQuoid
Contracting Officer
U.S. Department of HUD
100 Penn Square East
The Wanamaker Building
Philadelphia, PA 19107

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECTION M - EVALUATION FACTORS FOR AWARD

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1, JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.214-22 EVALUATION OF BIDS FOR MULTIPLE AWARDS MAR 1990

52.217-5 EVALUATION OF OPTIONS JUL 1990

52.232-15 PROGRESS PAYMENTS NOT INCLUDED APR 1984

EVALUATION OF BIDS:

For purposes of determining the lowest quoted price, the Government will add the extended prices for exterior and interior/exterior field reviews of appraisals quoted upon, for the base year and the options years (if applicable). If an option applies, see Evaluation of Options, 52.217-5. The Government reserves the right to make multiple awards under the solicitation. The contract(s) will be made to the responsible responsive bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price.

The number of these additional awards, if any, will be based on the weekly workload capacities of successful bidders and the Government's projected needs for these services as set forth in Section B of this solicitation as the maximum number of cases to be assigned under the contract or combinations of contracts resulting from this solicitation.

Cases of equal low bids will be handled in accordance with FAR 14.407-6.